



## County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA  
Chief Executive Officer

July 8, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AGREEMENTS FOR  
CHILD CARE CENTER OPERATOR SERVICES AT VARIOUS COUNTY FACILITIES  
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)  
(3 VOTES)**

**SUBJECT**

Request approval to enter into Agreements with qualified child care providers for the provision of infant and child care services to children of County employees and the community at designated County facilities.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Interim Director of Health Services, or his designee, to sign an Agreement with Child Development Consortium (CDC), Inc. for the provision of infant and child care services at LAC+USC Medical Center (LAC+USC) and Olive View-UCLA Medical Center (OV-UCLA), effective August 1, 2008 through June 30, 2009, with one-year automatic renewals for an additional four years, from July 1, 2009 through June 30, 2013, and an additional six months upon mutual agreement in writing by both parties, with no additional net County cost.

*"To Enrich Lives Through Effective And Caring Service"*

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2. Approve and instruct the Interim Director of Health Services, or his designee, to sign an Agreement with Knowledge Learning Corporation (KLC) for the provision of infant and child care services at Harbor-UCLA Medical Center (H-UCLA), H. Claude Hudson Comprehensive Health Center (HCHCHC) and Rancho Los Amigos National Rehabilitation Center (RLANRC), effective August 1, 2008 through June 30, 2009, with one-year automatic renewals for an additional four years, from July 1, 2009 through June 30, 2013, and an additional six months upon mutual agreement in writing by both parties, with no additional net County cost.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

Board approval of the recommended actions will facilitate access to high quality, affordable, and conveniently located child care services by authorizing the Interim Director of Health Services, or his designee, to enter into two Agreements, substantially similar to Exhibits I and II, with qualified child care providers for the provision of Child Care Center Operator Services at designated Department of Health Services' (DHS) facilities.

#### **Implementation of Strategic Plan Goals**

These actions support Goal 5, Children and Families Well-Being, by promoting the availability of high quality child care services to families within the County.

#### **FISCAL IMPACT/FINANCING**

The child care centers are self-supporting with fees paid by the parents of the children enrolled in the child care program. The County provides in-kind costs for rent free space, space support services, and other support services.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County currently offers child care services to its employees and to the community at large with priority given to County employees at eleven locations. The child care centers located on DHS sites operate from 6:00 a.m. - 6:00 p.m., Monday through Friday, throughout the year.

Since July 12, 1988, the Board has approved Agreements and extension amendments, as necessary, for the continued provision of child care center services at various DHS facilities.

Agreements with CDC and KLC, substantially similar to Exhibits I and II, are effective August 1, 2008 through June 30, 2009, with one-year automatic renewals for an additional four years, from July 1, 2009 through June 30, 2013, and an additional six months upon mutual agreement in writing by both parties, with no additional net County cost.

The child care services program will provide a comprehensive children's curriculum and activities. Tuition rates are based on enrollment by age group (Infants, Toddlers, and Preschool/Kindergarten) and schedule arrangements. The Center Advisory Committee negotiated the fees with each Contractor effective for a period of 12 months. The fees or increases thereafter will be determined annually by mutual consent between the Contractor and the Center Advisory Committee.

County Counsel has approved Exhibits I and II as to form.

### **CONTRACTING PROCESS**

On September 4, 2007, DHS released a Request for Qualifications (RFQ) for the provision of child care services at LAC+USC, OV-UCLA, H-UCLA, HCHCHC, and RLANRC. The Department received seven proposals from three prospective providers and is recommending these contract awards as a result of the RFQ evaluation process.

On March 3, 2008, DHS notified the Board of the completion of the RFQ and its intent to recommend contract awards to CDC of Los Angeles for child care services at LAC+USC and OV-UCLA, Para Los Niños (PLN) for child care services at RLANRC, and KLC for child care services at HCHCHC and H-UCLA.

On May 30, 2008, PLN notified the Department that they declined the recommended contract award to provide services at RLANRC. Accordingly, the Department contacted KLC, the current vendor at RLANRC, and the only other proposer who submitted a proposal to provide services at RLANRC. KLC has agreed to the new contract and will provide services at RLANRC.

KLC will contribute \$60,000 for minor improvements to the HCHCHC County Kids Place, H-UCLA and RLANRC child care centers.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreements.

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**IMPACT ON SERVICES (OR PROJECTS)**

Approval of the Agreements will ensure uninterrupted child care services to children of County employees and the community at the DHS facilities' licensed for child care services.

At this time, there are five DHS facilities which have pursued the provision of child care services for their employees based on various considerations such as employee recruitment and retention needs, space availability, and existing resources. Additionally, the Department will work with our Office of Child Care should a request for child care services arise at any other DHS facility. The Office of Child Care will assist in determining the need for employee child care services, facility and service development, and coordination with community based child care services.

**CONCLUSION**

When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SRH:SAS  
MLM:DSL:yb

Attachments (2)

c: County Counsel  
Interim Director, Department of Health Services



EXHIBIT I

CHILD CARE CENTER OPERATOR  
SERVICES AGREEMENT

CHILD DEVELOPMENT CONSORTIUM

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EXHIBIT G - CONTRACTOR'S EEO CERTIFICATION

Contract No. H-\_\_\_\_\_

**CHILD CARE CENTER OPERATOR SERVICES AGREEMENT**

**NAME OF FACILITY:** \_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, pursuant to the provisions of Section 1441 of the Health and Safety Code of the State of California, County has established and maintains various County facilities, including \_\_\_\_\_ (hereafter "Facility"); and

WHEREAS, County has suitable space which it shall make available to Contractor for the operation of a child care center (hereafter "Center"); and

WHEREAS, County is authorized by Government Code Section 25537 to contract for these services; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences on July 1, and ends the following June 30.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. TERM: The term of the agreement shall commence and become effective August 1, 2008 through June 30, 2009, with provisions for four one-year automatic renewals through June 30, 2013.

In any event, Contractor may terminate this Agreement at any time, for any reason, with or without cause, by providing at least six months written notice thereof to County. County may terminate this Agreement at any time, for any reason, with or without cause, by providing at least ninety (90) days advance written notice to Contractor. County may also terminate this Agreement immediately if it determines that Contractor is unable to deliver services within fifteen days of the initial commencement date for child care services. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs hereunder. Notwithstanding the above, the term of this Agreement may be extended by the Director of County Department of Health Services ("Director") beyond the stated expiration date of June 30, 2013, for a period not to exceed six (6) months upon mutual agreement in writing between Director and Contractor. All provisions in effect on June 30, 2013 shall remain in effect for the extension period. If Director and Contractor fail to mutually agree in writing to extend the Agreement term as of the expiration date of June 30, 2013, then the Agreement shall expire on such date. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor is required to provide Child Care services as described in Exhibit A - Statement of Work, Exhibit B - Space, Space Support Services and Other Support Services, Furniture and Equipment, Exhibit C - User Parent Fee Schedule, attached hereto and incorporated herein by reference.

3. SERVICE DELIVERY SITE – MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with Community Care Licensing regulations and County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

4. SERVICES TO BE PROVIDED BY COUNTY:

A. Designate an Administrative Liaison: Facility shall designate one person as Facility's Administrative Liaison, (hereinafter "Liaison") to be Contractor's single initial contact with County in all contract matters. This shall not preclude follow-up contacts between Contractor and County employees when such contacts are arranged by the Liaison.

B. Provide Space, Space Support Services and Other Support Services, Furniture and Equipment: Exhibit B-1, County's Related Space, Space Support Services, Other Support Services, Furniture and Equipment, attached hereto and

incorporated herein by reference, identifies space at the Facility Site, and other support services, furniture and equipment.

C. Establish and Maintain a Child Care Center Advisory Committee:

Facility shall establish and maintain a Child Care Center Advisory Committee responsible for reviewing the operation of the Child Care Center and providing advice and guidance to Contractor through Facility's Administrative Liaison.

(1) Center Advisory Committee Membership: The Center Advisory Committee will be composed of a total of nine members: (2) User Parents and (1) Director of Personnel, (1) Nursing, (1) At-large Representative, (1) County's Chief Executive Office, Office of Child Care, (1) Administrative Liaison, (1) Expenditure Manager or designee, and (1) Facility's Contract Administrator. Members of the Center Advisory Committee are initially appointed by the Facility Contract Liaison to serve on the committee, parent-user representatives are volunteers, and continuing member participation is left to the discretion of Facility and Contractor. Composition of the membership of the Center Advisory Committee is subject to change at the sole option of Facility.

(2) Center Advisory Committee Functions: The Center Advisory Committee is to review the performance of Contractor on a quarterly basis and ninety (90) days prior to the expiration of this Agreement. Areas to be reviewed include, but are not limited to the follow:

(a) User-parent recruitment and selection policy of the Child Care Center.



- (b) Center's programs, policies, and procedures.
- (c) Center's Budget and the user-fees.
- (d) Overall performance of the Child Care Center.
- (e) Problems between Contractor and Facility.
- (f) Parent's problems with Contractor.
- (g) Methods of raising funds to enable lower paid employees to use Center's services.
- (h) Efforts of Contractor to recruit and provide orientation for volunteer workers.

(3) User-Parent Fees: Exhibit C, User - Parent Fee Schedule, attached hereto and incorporated herein by this reference.

(a) User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.

(b) Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1<sup>st</sup> of the contract term, for a period of twelve months.

(c) Any User-Parent fees increase shall not exceed an increase greater than three percent (3%) of existing and current fees.

D. Recruit User-Parents:

(1) Enrollment Process Overview: County shall publicize the continued working of the Center. Enrollment application forms shall be developed by Contractor. Selection of additional children shall be made by

County, as set forth below. Contractor shall be responsible for interviewing the parents and ensuring that the children selected meet Center's admission criteria.

(2) County's Goal for Allocation: The Facility shall use the Center for its employees. The initial user-parent using the services of the Center at the opening of the Center will be first-served, within the initial allocations. After all available openings have been filled, the names of additional applicants will be placed on a waiting list in the order received. County recognizes the importance to Contractor of rapidly attaining and then maintaining maximum enrollment at Center. To this end, County will work closely with Contractor to expedite the allocation and selection process to assure that any openings are filled from available applicants. If necessary, County will adjust its criteria to assure that maximum enrollment is rapidly attained and maintained.

(3) Enrollment Waiting List:

(a) If all available openings are filled, applications will be placed on a waiting list. The waiting list will be maintained by Contractor.

(b) If vacancies occur, and the waiting list has been exhausted, Contractor and County will jointly prepare publicity materials, which the County will disseminate.

(c) Priority for the next available opening shall be given to (1) employees of the facility, and/or sibling of child already enrolled in the Center, (2) Other County employees, and/or sibling of child already

enrolled in the Center, and (3) Children of the Public, and/or sibling of child already enrolled in the Center.

(4) Changes In Procedure or Criteria: The allocation criteria are subject to change at any time at County's sole option following consultation with Contractor, and will be reviewed at least annually by Facility's Child Care Center Advisory Committee to ensure that they remain appropriate to needs of the County and its employees. Such changes, however, shall not displace a child already enrolled in the program.

5. ADMINISTRATION: The Director of County's Department of Health Services, or his/her authorized designee (hereinafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County.

6. MAXIMUM COUNTY OBLIGATION: This is a non-financial Agreement, therefore there is no net County cost. County is not responsible for any child care fees and the Contractor shall collect User-Parent fees from the clients.

7. BILLING AND PAYMENT: Contractor shall not invoice County for any User-Parent and client fees.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the Insurance Coverage Requirements Paragraph 10, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012-2659; prior to commencing services under this Agreement, such certificate or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty 30 calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may

immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) Contractor providing evidence of insurance covering the activities of subcontractors, or
- (2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees, and relating to any actual or alleged infringement of any patent or copyright, or other rights of any third party.

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and

"non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment



benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

12. LICENSES AND COMPLIANCE WITH APPLICABLE LAW: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of its facility and for the provision of services hereunder. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the performance hereunder. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

13. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

14. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may pursue remedies as specified in Agreement.

15. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and

procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail

["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit

report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor. County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports. Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved

to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith

to Contractor by County by cash payment.

16. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all records and information including, but not limited to billings, County records, client/patient records, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality, (Confidential Records). Contractor shall inform all of its officers, employees, agents, and others providing services hereunder of said confidentiality provisions. Contractor agrees to indemnify, defend, and save harmless the County of Los Angeles, its officers, agents and employees against any and all liability and demands arising out of the unauthorized (i.e., not expressly permitted by County in writing) disclosure of Confidential Records by Contractor, its officers, agents, or employees.

Contractor shall provide to County an executed Contractor Acknowledgment and Confidentiality Agreement, Exhibit D, attached hereto and incorporated by reference, for each of its employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph. With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and

information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

18. HEALTH INSURANCE PROBABILITY AND ACCOUNTABILITY ACT:

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.



In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

19. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor

shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

20. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation,

condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

G. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

21. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

22. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR

DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

23. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and

employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

24. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, subcontractor, agent, or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

25. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

26. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

28. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

29. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment, is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism with or without consideration for any reason whatsoever without County's express prior written approval, shall be



a material breach of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

30. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

31. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such

amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

E. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to

satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this contract or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any and all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a

debarment hearing before Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms also apply to subcontractors of County Contractors.

33. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former

County employees who are on a re-employment list during the life of this Agreement.

34. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify, defend, and hold County harmless against any

and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury

Service Program provision of the County Code as described hereinabove:

"Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if



Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall

during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

39. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be

insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.  
The execution by Contractor of an assignment for the benefit of creditors.

(4) The rights and remedies of County provided in this subparagraph, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination for Default: County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of

this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

(3) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

(4) In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

(5) The rights and remedies of County provided in this subparagraph, Termination of Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination for Gratuities and/or Improper Considerations:

(1) County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by

Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

(2) Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at or (800) 544-6861.

(3) (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination for Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ninety (90) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of

Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

(3) Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 15, Records

and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

40. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

41. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

42. NOTICE OF DELAYS: Except as otherwise provided under this Agreement,

when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

43. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

44. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

45. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that



venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

46. ARBITRATION: All disputes arising under, in connection with, or concerning the interpretation, enforcement, or breach of this Agreement shall be arbitrated at and by the Los Angeles Office of the American Arbitration Association in accordance with its applicable commercial rules. The losing party shall pay reasonable attorneys' fees and costs of the prevailing party therein, and in any procedure or litigation, including any appeal, related to making any arbitration award a judgment, and/or enforcing and/or collecting any such judgment or award. The parties intend that a single Arbitrator shall have the broadest powers possible to conclusively resolve all such disputes, and that no judicial review shall be made of the Arbitrator's decision on any grounds, including public policy, except for fraud or corruption in or by the arbitrator. All arbitration awards shall bear interest, from the date the dispute arose, at the highest legal rate.

47. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail. Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute,

regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

48. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit G, Contractor's EEO Certification, attached hereto and incorporated herein by reference.

49. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

50. WAIVER: No waiver of any breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not

be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity

51. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

A. Notices to Contractor shall be addressed as follows:

- (1) Child Development Consortium  
1930 Wilshire Boulevard, Suite 602  
Los Angeles, California 90057  
Attention: Lisa Wilkin, Executive Director

B. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, California 90012  
Attention: Chief, Contracts and Grants
- (2) LAC+USC Medical Center  
1200 N. State Street  
Los Angeles, California 90033  
Attention: Chief Executive Officer
- (3) Olive View-UCLA Medical Center  
14445 Olive View Drive  
Sylmar, California 91342  
Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Health Services or his or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

AGREEChildcare 06/12/08

## ATTACHMENTS

(The following attachments will be attached and incorporated into the signed Agreement with selected Contractor.)

- |             |  |
|-------------|--|
| EXHIBIT A   | STATEMENT OF WORK  |
| EXHIBIT B   | CONTRACTOR'S USE OF COUNTY SPACE, SPACE<br>SUPPORT SERVICES, FURNITURE AND EQUIPMENT |
| EXHIBIT C - | USER-PARENT FEES   |
| EXHIBIT D - | CONTRACTOR ACKNOWLEDGEMENT AND<br>CONFIDENTIALITY AGREEMENT                          |
| EXHIBIT E - | SAFELY SURRENDERED BABY LAW  |
| EXHIBIT F - | COUNTY'S JURY SERVICE PROGRAM  |
| EXHIBIT G   | CONTRACTOR'S EEO CERTIFICATION   |

**STATEMENT OF WORK**

(FROM COUNTY'S "REQUEST FOR QUALIFICATIONS FOR CHILD CARE  
CENTER OPERATOR SERVICES" - SEPTEMBER 4, 2007

**I. CONTRACTOR'S RESPONSIBILITIES**

A. Contractors must establish and maintain a high quality child care program consistent with the County's desired program, meeting and/or surpassing all State of California requirements, and directed towards attaining within three (3) years, accreditation by National Association for the Education of Young Children ("NAEYC").

B. Contractor shall be in compliance with regulations at all times and reflect consideration of, and a sensitivity to the cultural, racial and ethnic diversity of the community it serves.

C. Contractor shall establish and maintain a child care program with effective procedures to ensure the health, safety, and security for all persons while they are involved in the Center's Program.

D. Contractor shall establish and maintain such a Program funded from: the Contractor's own resources; the rent-free facility provided by the County; fees from the User-Parents of the program, as such fees are approved by the Advisory Committee.

E. Contractor shall meet at least quarterly with the Advisory Committee.

F. Contractor shall hire personnel who meet the requirements of this RFQ and all State of California facility licensing requirements including but not limited to the following:

1. **Age**: Each Contractor's employee performing childcare services must be over the age of eighteen (18) years.

2. **Language**: Each Contractor's employee performing child care services under the Agreement must be able to effectively communicate in English and other foreign languages as needed, such as, and not limited to, Spanish, Asian languages, and Middle Eastern languages, to effectively serve

the diverse language and cultural needs of the County, based on the demographics of the community served.

3. **Staff Education and Experience**

(a) The **Director** must be qualified in one of the following:

(1) A Child Development Site Supervisor Permit issued by the California Commission on Teacher Credentialing.

(2) At a minimum, an Associate of Arts degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semester or equivalent quarter units in administration or staff relations.

(3) A Bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and three semester or equivalent quarter units in administration or staff relations.

(b) **Teachers** must be qualified by Child Development Teacher or Master Teacher Permits issued by the California Commission on Teacher Credentialing.

(c) **Assistant or Associate Teachers** must be qualified by Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing.

G. **Employee Health Clearance:** Contractor shall be responsible for providing all health care services for all Contractor employees. Health care services can be obtained by Contractor from County at Medical Center on an emergency basis only. Contractor shall reimburse County for the full cost of any such County emergency health care services as determined by County.

H. **Physical Examination:** Contractor shall ensure that each person who performs services under this Agreement is examined by a California licensed

physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

I. **Injury & Illness Prevention Program (IIPP):** Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

J. **Proposer shall establish and maintain policies and procedures that will:**

1. Establish and maintain a system of quality control.
2. Foster and attain a close-knit and effective working relationship between the Center's staff and the user-parents.
3. Ensure selection of qualified staff to meet the requirements of this Agreement and all licensure and permit requirements as set forth in Title



5, California Code of Regulations ("CCR"), Division 8, Commission on Teachers Credentialing, Article 5.

4. Ensure training of staff, including aides, through ongoing, in-service training techniques to attain a maximum of professionalism in the delivery of child care services.

5. Ensure compliance with all nondiscrimination laws and regulations as it applies to services and employment.

6. Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in Title 22, CCR, Section 101223, titled: "Personal Rights".

7. Ensure that maintenance and repair of equipment used by the Center is performed by either the Contractor or the County, as agreed upon.

8. Outline actions to be taken in an emergency and during other disruptive occurrences. These policies and procedures shall supplement the "Disaster and Mass Casualty Plan" required by Title 22, CCR, Section 101174 and include, but are not limited to, medical emergencies, physical confrontations, or persons displaying improper or threatening behavior.

9. Provide a system for receiving and releasing the children which guarantees their safety and security.

10. Provide a parent/emergency contact list of names and telephone numbers for each child being served under this Agreement. The list shall include multiple contacts for each child's family or extended family and all available medical or other emergency contact information. The list shall be provided to the Contract Liaison quarterly or as requested by Contract Liaison.

11. Provide and maintain procedures for prevention and control of infection, as deemed necessary by the facility's Infection Control Committee.

12. Actively seek new and innovative ways to improve the Program in terms of:

- (a) Quality of service and the variety of services provided.
- (b) Health, safety and security of the variety of services provided, of all persons while they are involved in the Program.

(c) The general public's and user-parents' perception and image of the program.

(d) The cost of the program to the user-parents.

13. Report program activities to the Center's designated Contract Liaison and the Advisory Committee.

## II. **CONTRACTOR'S SPECIFIC TASKS**

### A. **Administration:**

1. Report to the Center's designated Contract Liaison any non-compliant regulatory observations.

2. Assess and collect fees from the user-parents.

3. Keep financial records in accordance with accepted accounting practices.

4. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.

5. Immediately provide the Contract Liaison with copy of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing pursuant to Title 22, CCR section 101213, titled "Finances".

6. Meet regularly with and accept guidance from the Advisory Committee.

7. Obtain all required licenses and permits which the County has not agreed in writing to provide. When applicable, all licenses and permits will permit services to non-ambulatory children.

8. Obtain all insurance and bonds required by this Agreement and any requirements of law or regulations.

9. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Contract Liaison and the Advisory Committee.

### B. **Delivery of Service:**

1. Operate the Center during the agreed upon hours and days of Program operation from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on County recognized holidays as

follows: Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. Any change in this schedule for the Center's operating hours must be mutually agreed upon by the Contractor, Contract Liaison, and the Advisory Committee.

2. Ensure that all admission procedures are implemented, in accordance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent(s)/ guardian; and (b) the maintenance of current immunization records.

3. Ensure the Program's curriculum, both current and newly developed, is implemented, in consultation with the Advisory Committee and Contract Liaison.

4. Contractor will be responsible for distributing to each child being served under this Agreement parent provided lunches (e.g., bagged lunch or any vendor provided lunches purchased by parent as arranged by Contractor).

5. Contractor shall provide nutritional supplements at Contractor's cost. Such nutritional supplements shall be provided to the children twice a day, in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences and for special diets (e.g., sugar or salt-free diets).

6. Any vendor provided lunches arranged by Contractor for purchase shall give appropriate consideration to ethnic and cultural preferences, and special diets (e.g., sugar or salt-free diets).

7. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center's staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

8. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

9. Provide no water activities which fall within the restrictions of Title 22, CCR, Section 101216.6, titled "Staffing for Water Activities".

10. Contractor shall be responsible only for transportation arrangements for scheduled field trips for the children to or from the Center.

C. **Staffing:**

1. **Substitute for Center's Director:** Contractor shall ensure that a qualified Infant Care Teacher is to act as a substitute for the Center's Director, in the event the Director is temporarily away from the Center. If the absence is for more than thirty (30) consecutive calendar days, the substitute Director shall meet the qualifications of a Director.

2. Maintain, at a minimum, the teacher/child and staff/child ratio set forth in the proposal submitted for each facility Center, or Title 5 of the California Education Code.

3. Ensure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

4. Ensure that only infant care teachers are used as teachers for the provision of infant care.

D. **Staff Training:**

1. Establish and maintain in-house training of staff, including aides.

2. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

E. **Quality Control:**

1. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, Section 101192, titled

"Deficiencies in Compliance", Contractor shall immediately notify Center's Contract Liaison and provide him/her any follow-up reports as may be requested.

2. Contractor shall achieve accreditation by NAEYC within three (3) years of assuming operations and shall maintain accreditation thereafter.

3. Contractor shall establish and maintain a system of quality control to ensure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review and re-analyze the Center's activities, particularly the program curriculum, to ensure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

4. Contractor shall establish and maintain a system to ensure compliance with all actions required of the Contractor by this Agreement.

**F. Physical Plant, Equipment, and Supplies:**

1. Contractor shall establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

2. Contractor shall establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing equipment and accessories.

3. Maintenance and repair system is to include timely notification to County regarding maintenance and repair needed for the facility grounds, including the play yard, fencing of the play yard, fixed equipment of the building, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

4. Contractor shall establish and maintain a system to ensure an adequate inventory of supplies to permit activities as scheduled.

5. Contractor shall provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the

Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized.

6. Contractor shall notify the parents of their responsibility to provide food for infants and lunches for the other children.

7. Contractor shall obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, Section 101326, titled "Health Related Services".

8. Contractor shall if, necessary, notify Contract Liaison or other authorized designee, when County has not complied with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

9. Contractor shall provide adequate telephone service to serve the need of parents and Center's staff for both incoming and outgoing telephone access, on a daily basis and in emergency situations.

## EXHIBIT B

### CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES, OTHER SUPPORT SERVICES, FURNITURE AND EQUIPMENT

A. **Authorized Space and Support Services:** Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, furniture, and equipment, identified in Exhibit B-1, hereinbelow. Such use shall only be for the provision of child care services for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

B. **Physical Changes, Alterations, and Improvements:** Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

C. **Operational Space Responsibilities:** Contractor shall:

1. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.
2. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.
3. Permit the County Engineer or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the County Engineer by Los Angeles County Code.

4. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the County Engineer.

5. Replace as necessary, all personal property listed in Exhibit B-1. Any and all replacements must be approved in writing by Contract Liaison prior to replacement and all property purchased by Contractor shall remain its property.

6. Within ninety (90) days following initiating operations, Contractor and County shall approve a list of personal property in the Center, as stated in Exhibit B-1. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property that has not been replaced shall be returned to County in good operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

D. **Comprehensive Equipment Inventory**

1. Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing all furniture and equipment provided by County covered under this Agreement and located at the Center.

2. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), and section location (available building and/or room number).

3. Any and all replacement of items listed in the inventory must be approved in advance by Contract Liaison.

4. At County's discretion, cost of such replacement will be borne by either County or Contractor, at the discretion of Facility Administrator or his/her designee.



5. Upon termination of Agreement, Contractor shall turn over all personal property to County that was on the initial inventory list (or replacement) which has not been replaced by Contractor.

6. Inventory updates will be provided to Contract Liaison at quarterly intervals or as requested by Contract Liaison.

7. In addition, said inventory shall include Contractor's recommendations, in writing, regarding the furniture and equipment listed in Exhibit B-1, that does not meet regulatory compliance standards.

E. **Right to Entry:** The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by the Contract Liaison.

F. **Easements or Other Property Interest:** Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Executive Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Executive Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or proprietary interest.

G. **Administration of County Space:** County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space to Contractor.

H. **Authority to Stop:** In the event Director or facility Contract Liaison finds that any activity conducted by Contractor on County premises endangers the health or safety of Children served by Contractor under this Agreement, County personnel, or others, Director or facility Contract Liaison, shall direct Contractor to immediately cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

I. **Taxes:** Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the Center's area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

J. **Acknowledgement of Ineligibility for Relocation Assistance:** Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

K. **Surrender of Premises:** Following termination of this Agreement, Contractor shall within two (2) working days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) working days, not counting Saturdays or Sundays, after the expiration, cancellation or termination, date of this Agreement.

L. **Parking Space Available to Proposer:** The facility's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for the sole purpose of expediting the operation of the Center.

**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES AND  
OTHER SUPPORT SERVICES, FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: 1) LAC+USC Medical Center: 1240 North Mission Road, Los Angeles, California 90033. Square Footage: Facility size is 4,032 square feet, a outdoor areas encompassing 5,400 square feet; licensed to serve 72 children and 2) Olive View-UCLA Medical Center: 14445 Olive View Drive, Sylmar, California 91342. Square Footage: Facility size is 5,230 square feet, an outdoor area encompassing 31,800 square feet, licensed to serve 84 children.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block-walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

1. Utilities:

- (a) Electricity
- (b) Gas
- (c) Water

2. County Space Related Services

(a) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.

(b) Additional custodial services for the infant care areas only.

(c) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily. Carpeted floors and large throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six months, or more often if necessary.

(d) Small rugs which can be washed shall be shook or vacuumed at least daily.

(e) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.

(f) Exterminator services.

(g) Trash collection.

(h) Curb-way upkeep.

(i) Blacktop maintenance.

(j) Building, maintenance & repairs (including plumbing, electrical, heating and air-conditioning).

(k) Exterior and interior painting of the building.

(l) Exterior lighting.

(m) Landscape maintenance.

(n) Signage (outdoor and indoor).

(o) Maintenance of furniture and equipment.

(p) Repair of furniture and maintenance.

(q) Fire extinguisher equipment and maintenance.

(r) Telephone installation and a Centrex telephone.

(s) Window coverings and/or tint for windows, if requested by Contractor.

(t) Provide rubber gloves for use.

C. Equipment: The following equipment shall be repaired by County, as needed:

1. Garbage disposal unit
2. Dishwasher
3. Refrigerator
4. Microwave oven
5. Stove
6. Washer/Dryer
7. Desk and file cabinet for the office

## EXHIBIT C

### USER - PARENT FEE SCHEDULE (LAC+USC MEDICAL CENTER CHILD CARE CENTER)

#### CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 30 days, effective August 1, 2008 through August 31, 2008.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2009 of the contract term, for a period of 12 months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

#### Year 1

Effective August 1, 2008 through August 30, 2008

#### Weekly Rate Per:

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
Infants	\$162	\$150	\$112	\$ 75
Toddlers	\$152	\$145	\$109	\$ 73
Preschool	\$132	\$124	\$ 93	\$ 62

Note: These tuition rates include breakfast and hot lunch each day.

\*See Exhibit C-1 for the User-Parent Fee Schedule effective September 1, 2008 through August 31, 2009.

**EXHIBIT C-1**

**USER - PARENT FEE SCHEDULE**  
**(LAC+USC MEDICAL CENTER CHILD CARE CENTER)**

**CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.**

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 11 months, effective September 1, 2008 through July 31, 2009.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2009 of the contract term, for a period of 12 months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

Year 1  
Effective September 1, 2008 through July 31, 2009

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
<u>Weekly Rate Per:</u>				
Infants	\$166	\$155	\$116	\$ 77
Toddlers	\$156	\$148	\$111	\$ 74
Preschool	\$135	\$126	\$ 95	\$ 63

Note: These tuition rates include breakfast and hot lunch each day.

## EXHIBIT C

### USER - PARENT FEE SCHEDULE (Olive View-UCLA Child Care Center)

#### CHILD DEVELOPMENT CONSORTIUM OF LOS ANGELES, INC.

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 12 months, effective August 1, 2008 through July 31, 2009.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2009 of the contract term, for a period of 12 months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

#### Year 1

Effective August 1, 2008 through July 31, 2009

#### Weekly Rate Per:

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
Infants	\$166	\$155	\$116	\$ 77
Toddlers	\$145	\$138	\$104	\$ 69
Preschool	\$125	\$117	\$ 87	\$ 58

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

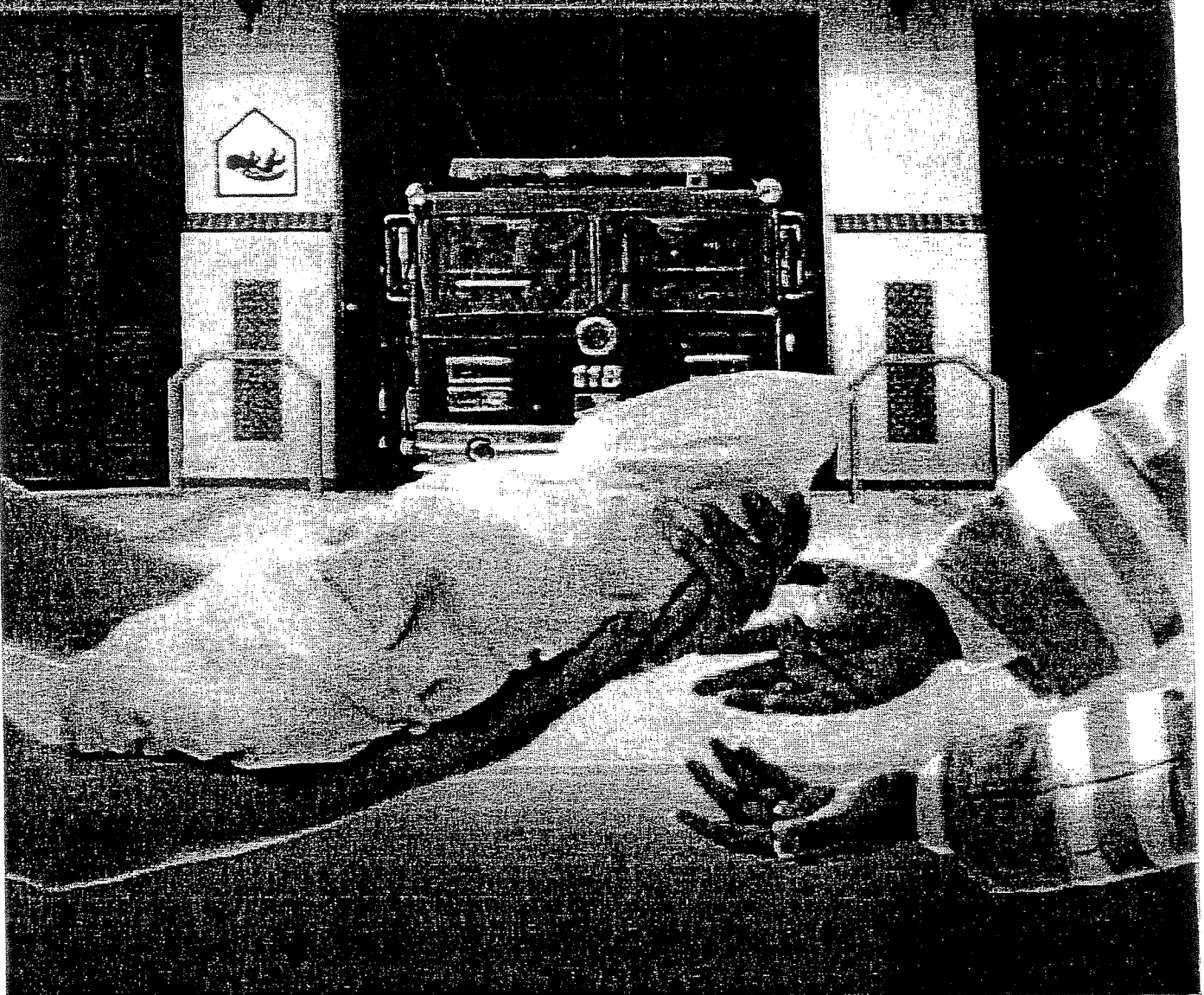


## **SAFELY SURRENDERED BABY LAW**

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9123

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or surrendering adult to safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. Is can the parent change his or her mind at a later date and when the baby has safe return bracelets to help create a bond with each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.**

Los Angeles County Social Services (LSCSS) 1-800-540-4000  
www.lapscss.org

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. Is can the parent change his or her mind at a later date and when the baby has safe return bracelets to help create a bond with each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their mind can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have a valid concern.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime. It takes a day, 7 days a week, to bring in the parent or surrendering adult surrender the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be mail in at a later date.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave as anyone.

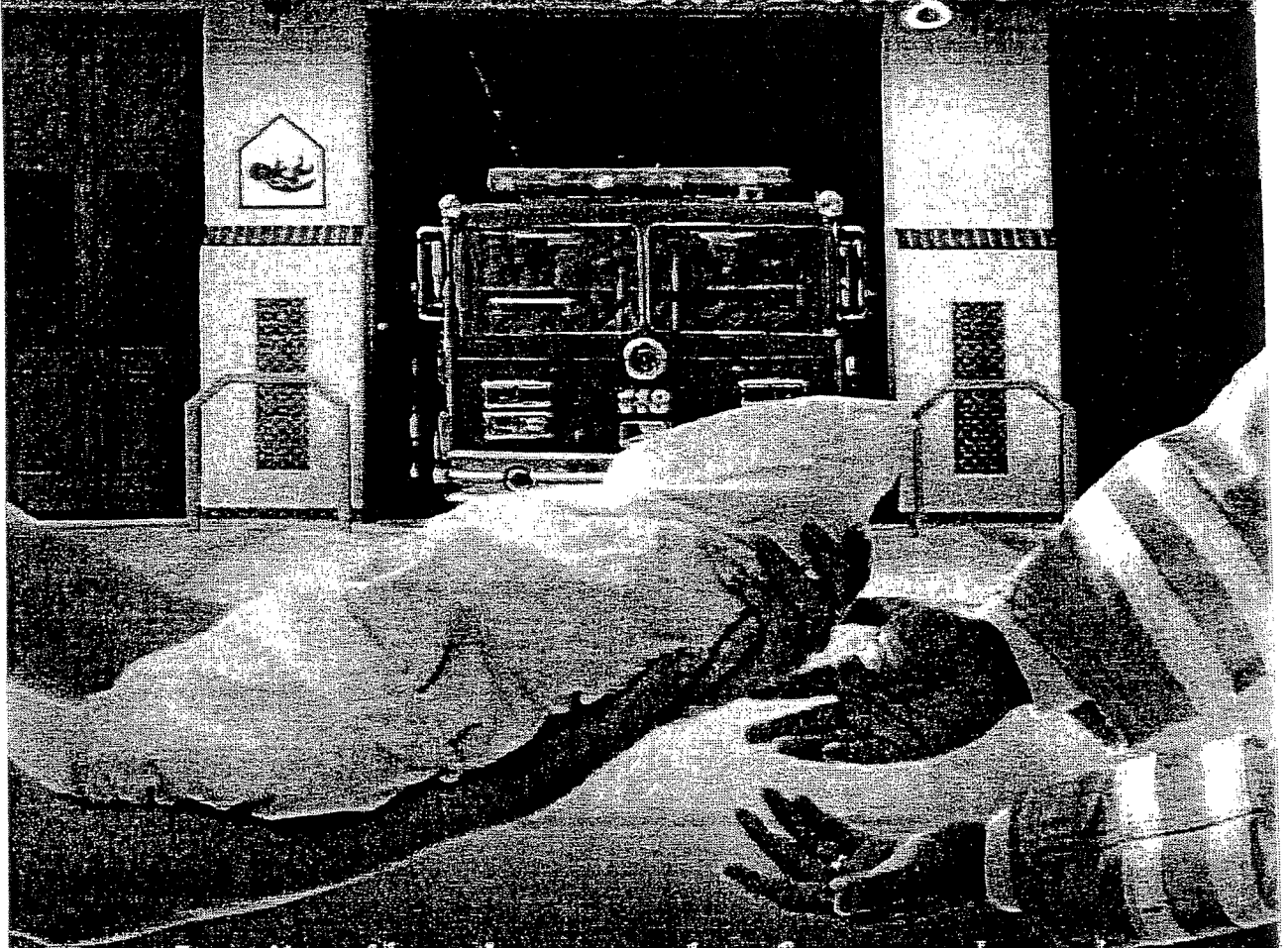
### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parent. Too many babies left in dangerous or public locations. Their parents may have been under great emotional duress. The mother may have hidden their pregnancy, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. The return is made in the baby's best. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2009, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723**

[www.babysafe-la.org](http://www.babysafe-la.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Enjuicio de los Habitantes Políticos?

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta ses días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuarenta de bomberos del condado de Los Angeles.*

## Historia de un bebé

A la misma mañana del día 9 de abril de 2003, se entregó un escrito similar al anterior a los enfermeros del Hospital UCLA Medical Center. La mujer que llevó el escrito a los enfermeros se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un formulario con un sistema que coincide con la pulsera del bebé, pero sin una foto identificatoria en caso de que la madre cambie de opinión con respecto a la cirugía del bebé, y decidieron comenzar con uno del periodo de 14 días que permitía con-  
tinuar. También le dieron a la tía un cuestionario similar, y ella dijo que le mandó la libreta y la tarjeta de visita a uno de los otros dos  
cincoque pagado que le habían dado. El personal en dicho centro al bebé y su desarrollo que sería similar y a su vez. El bebé fue  
entregado con sus bienes finales que se le habían aprobado para ser dado por el Departamento de Servicios para Niños y Familia.

Find a Dealer Online at [www.4074.com](http://www.4074.com) or 1-877-222-4074

\_\_\_\_\_

## Como funciona?

El padre tiene a sus hijos/as que se pueden o no quedar a vivir de su padre. Este padre puede ser hijo de un hijo legal, emocional y/o legal e incluso de los tres tipos de hijos del nacimiento. El bebé debe ser acogido a su condición de cualquier hospital o centro de bienestar del Condado de Los Angeles. Siempre que el bebé se pase su agua de pecho o lactancia, se sea su único sustento, nombre de información alguna. Si el padre está a cargo de su bebé, proveer atención y dar un hogar a su bebé. Los trabajadores voluntarios trabajan para poder vacacionar. El bebé tiene un hermano y el padre también o el hijo/a que lo acompaña incluso su hermano/a gem.

**¿Qué pasa si el padre-madre  
tiene problemas en casa?**

Los países que cambian de opinión pueden intentar el proceso de reubicar a su propia moneda dentro de los 30 días. Para países desearios llamar al Departamento de Servicios para Niños y Familias, Departamento de Cultura and Family Services del Condado de Los Angeles al 1-800-450-4001.

¿Solo los países podrán llevar  
alrededor el mundo?

34. Si bien es la materia de las cosas  
así las paden las que brotan al bato, la  
de yemas que cono puecan a luyas  
a oron puecan luyas

**¿Los padres o el adulto que  
cuida al bebé deben lavar  
antes de llevar al bebé?**

1. The first part of the document is a list of names and addresses, which are arranged in a columnar format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list includes names such as "John Doe", "Jane Smith", and "Robert Johnson", along with their respective addresses.

É necessário que os pais tenham o melhor de si para as crianças que recebem em casa.

No. La empresa, el personal del hospital o cuando los hombres le piden a la persona que cargue al bebé que tiene un comentario sobre la facilidad de hacer reconocimientos médicos importantes, en ausencia de gran utilidad para el bienestar del bebé. El comentario incluye un comentario al alto nivel pagado para asegurar a otros pacientes.

1. THE UNITED STATES OF AMERICA

El bebé es examinado y la brevedad  
antes de nacer. Cuando la madre está en el  
hospital, la criatura es examinada  
completamente al menos al bebé en un  
hogar según desee una vez nacido, y  
se le entrega el permiso de adopción.

¿Qué pasó con el padre, madre o adulto que eligió al bebé?

Una vez que los padres o adultos hayan  
comulgado al bebé el personal del hospital o  
cuidado de bomberos, pueden llevar a  
cualquier momento.

¿Por qué se está haciendo esto en California??

La legalidad de la Ley de Escoja de Bebe sin Pedir es poner a los bebes para que no sean afectados cuando han nacido o cuando por sus padres. Uno de los problemas es hayo escuchado: algunas mujeres dicen bebe alnado cuando en las manos o en la boca pública. Los padres de los bebes por esta misma forma cuando pasando por dificultades económicas graves. La madre puede haber recibido un maltrato, por tener a lo que pasaba a su familia o su misma. Alnado una a sus bebes por que están enfermo y no van a nada a que sea peor su vida. El alnado de un bebe cuando es ilegal y poner al bebe en una situación de peligro cuando. Muy a menudo el alnado es por que la madre del bebe. La Ley de Escoja de Bebe sin Pedir puede permitir a muchas con ayuda en California.





Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

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8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



EXHIBIT II

CHILD CARE CENTER OPERATOR  
SERVICES AGREEMENT

KNOWLEDGE LEARNING CORPORATION

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Contract No. H-\_\_\_\_\_

**CHILD CARE CENTER OPERATOR SERVICES AGREEMENT**

**NAME OF FACILITY:** \_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County")

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, pursuant to the provisions of Section 1441 of the Health and Safety Code of the State of California, County has established and maintains various County facilities, including \_\_\_\_\_ (hereafter "Facility"); and

WHEREAS, County has suitable space which it shall make available to Contractor for the operation of a child care center (hereafter "Center"); and

WHEREAS, County is authorized by Government Code Section 25537 to contract for these services; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences on July 1, and ends the following June 30.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree hereto as follows:

1. TERM: The term of the agreement shall commence and become effective August 1, 2008 through June 30, 2009, with provisions for four one-year automatic renewals through June 30, 2013.

In any event, Contractor may terminate this Agreement at any time, for any reason, with or without cause, by providing at least six months written notice thereof to County. County may terminate this Agreement at any time, for any reason, with or without cause, by providing at least ninety (90) days advance written notice to Contractor. County may also terminate this Agreement immediately if it determines that Contractor is unable to deliver services within fifteen days of the initial commencement date for child care services. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs hereunder. Notwithstanding the above, the term of this Agreement may be extended by the Director of County Department of Health Services ("Director") beyond the stated expiration date of June 30, 2013, for a period not to exceed six (6) months upon mutual agreement in writing between Director and Contractor. All provisions in effect on June 30, 2013 shall remain in effect for the extension period. If Director and Contractor fail to mutually agree in writing to extend the Agreement term as of the expiration date of June 30, 2013, then the Agreement shall expire on such date. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor is required to provide Child Care services as described in Exhibit A - Statement of Work, Exhibit B - Space, Space Support Services and Other Support Services, Furniture and Equipment, Exhibit C - User Parent Fee Schedule, attached hereto and incorporated herein by reference.

3. SERVICE DELIVERY SITE – MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with Community Care Licensing regulations and County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

4. SERVICES TO BE PROVIDED BY COUNTY:

A. Designate an Administrative Liaison: Facility shall designate one person as Facility's Administrative Liaison, (hereinafter "Liaison") to be Contractor's single initial contact with County in all contract matters. This shall not preclude follow-up contacts between Contractor and County employees when such contacts are arranged by the Liaison.

B. Provide Space, Space Support Services and Other Support Services, Furniture and Equipment: Exhibit B-1, County's Related Space, Space Support Services, Other Support Services, Furniture and Equipment, attached hereto and

incorporated herein by reference, identifies space at the Facility Site, and other support services, furniture and equipment.

C. Establish and Maintain a Child Care Center Advisory Committee:

Facility shall establish and maintain a Child Care Center Advisory Committee responsible for reviewing the operation of the Child Care Center and providing advice and guidance to Contractor through Facility's Administrative Liaison.

(1) Center Advisory Committee Membership: The Center Advisory Committee will be composed of a total of nine members: (2) User Parents and (1) Director of Personnel, (1) Nursing, (1) At-large Representative, (1) County's Chief Executive Office, Office of Child Care, (1) Administrative Liaison, (1) Expenditure Manager or designee, and (1) Facility's Contract Administrator. Members of the Center Advisory Committee are initially appointed by the Facility Contract Liaison to serve on the committee, parent-user representatives are volunteers, and continuing member participation is left to the discretion of Facility and Contractor. Composition of the membership of the Center Advisory Committee is subject to change at the sole option of Facility.

(2) Center Advisory Committee Functions: The Center Advisory Committee is to review the performance of Contractor on a quarterly basis and ninety (90) days prior to the expiration of this Agreement. Areas to be reviewed include, but are not limited to the follow:

(a) User-parent recruitment and selection policy of the Child Care Center.



- (b) Center's programs, policies, and procedures.
- (c) Center's Budget and the user-fees.
- (d) Overall performance of the Child Care Center.
- (e) Problems between Contractor and Facility.
- (f) Parent's problems with Contractor.
- (g) Methods of raising funds to enable lower paid employees to use Center's services.
- (h) Efforts of Contractor to recruit and provide orientation for volunteer workers.

(3) User-Parent Fees: Exhibit C, User - Parent Fee Schedule, attached hereto and incorporated herein by this reference.

(a) User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.

(b) Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1<sup>st</sup> of the contract term, for a period of twelve months.

(c) Any User-Parent fees increase shall not exceed an increase greater than three percent (3%) of existing and current fees.

D. Recruit User-Parents:

(1) Enrollment Process Overview: County shall publicize the continued working of the Center. Enrollment application forms shall be developed by Contractor. Selection of additional children shall be made by

County, as set forth below. Contractor shall be responsible for interviewing the parents and ensuring that the children selected meet Center's admission criteria.

(2) County's Goal for Allocation: The Facility shall use the Center for its employees. The initial user-parent using the services of the Center at the opening of the Center will be first-served, within the initial allocations. After all available openings have been filled, the names of additional applicants will be placed on a waiting list in the order received. County recognizes the importance to Contractor of rapidly attaining and then maintaining maximum enrollment at Center. To this end, County will work closely with Contractor to expedite the allocation and selection process to assure that any openings are filled from available applicants. If necessary, County will adjust its criteria to assure that maximum enrollment is rapidly attained and maintained.

(3) Enrollment Waiting List:

(a) If all available openings are filled, applications will be placed on a waiting list. The waiting list will be maintained by Contractor.

(b) If vacancies occur, and the waiting list has been exhausted, Contractor and County will jointly prepare publicity materials, which the County will disseminate.

(c) Priority for the next available opening shall be given to (1) employees of the facility, and/or sibling of child already enrolled in the Center, (2) Other County employees, and/or sibling of child already

enrolled in the Center, and (3) Children of the Public, and/or sibling of child already enrolled in the Center.

(4) Changes In Procedure or Criteria: The allocation criteria are subject to change at any time at County's sole option following consultation with Contractor, and will be reviewed at least annually by Facility's Child Care Center Advisory Committee to ensure that they remain appropriate to needs of the County and its employees. Such changes, however, shall not displace a child already enrolled in the program.

5. ADMINISTRATION: The Director of County's Department of Health Services, or his/her authorized designee (hereinafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County.

6. MAXIMUM COUNTY OBLIGATION: This is a non-financial Agreement, therefore there is no net County cost. County is not responsible for any child care fees and the Contractor shall collect User-Parent fees from the clients.

7. BILLING AND PAYMENT: Contractor shall not invoice County for any User-Parent and client fees.

8. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in the Insurance Coverage Requirements Paragraph 10, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County prior to the effective date of this Agreement.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Contract Administrator, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, CA 90012-2659; prior to commencing services under this Agreement, such certificate or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty 30 calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may

immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager and/or liaison.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

Such coverage also shall cover liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees, and relating to any actual or alleged infringement of any patent or copyright, or other rights of any third party.

B. Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and

"non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment



benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

12. LICENSES AND COMPLIANCE WITH APPLICABLE LAW: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the operation of its facility and for the provision of services hereunder. Contractor shall further ensure that all its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, and certificates required by law which are applicable to the performance hereunder. Contractor shall further comply with all Federal, State, and local laws, ordinances, regulations, and directives applicable to its performance hereunder.

13. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required

by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

14. COUNTY'S QUALITY ASSURANCE PLAN: Director may evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation may include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to County's Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may pursue remedies as specified in Agreement.

15. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles and

procedures, and standards, which may from time to time be promulgated by Director. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. Further, all financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining to this Agreement, or true and correct copies thereof, including but not limited to, those records described above, shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location, to a location within Los Angeles County for review, upon Director's request, and made available during County's normal business hours, within ten (10) calendar days, to representatives of County, or federal and State governments, for purposes of inspection and audit. In the event such records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the internet (i.e., electronic mail

["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Federal Access to Records: If, and to the extent that, section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder.

Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the sub-contract, books, documents and records of the subcontractor.

D. County To Be Provided Audit Report(s): In the event that an audit is conducted of Contractor by any federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit

report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor. County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports. Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved

to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

F. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith

to Contractor by County by cash payment.

16. REPORTS: Contractor shall make other reports as required by County, or DHS, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DHS, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all records and information including, but not limited to billings, County records, client/patient records, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality, (Confidential Records). Contractor shall inform all of its officers, employees, agents, and others providing services hereunder of said confidentiality provisions. Contractor agrees to indemnify, defend, and save harmless the County of Los Angeles, its officers, agents and employees against any and all liability and demands arising out of the unauthorized (i.e., not expressly permitted by County in writing) disclosure of Confidential Records by Contractor, its officers, agents, or employees.

Contractor shall provide to County an executed Contractor Acknowledgment and Confidentiality Agreement, Exhibit D, attached hereto and incorporated by reference, for each of its employees performing work under this Agreement in accordance with the Independent Contractor Status Paragraph. With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and

information, Contractor shall: (1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (2) promptly transmit to County all requests for disclosure of any such records or information; (3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (4) at the expiration or termination of this Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

18. HEALTH INSURANCE PROBABILITY AND ACCOUNTABILITY ACT:

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.



In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

19. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of a client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor

shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. In addition, Contractor's facility access for the handicapped must fully comply with section 504 of the federal Rehabilitation Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his or her complaint of the alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' ("SDHS") Affirmative Action Division, if appropriate. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

20. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal American with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation,

condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

G. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which Director may suspend, or County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a

determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

21. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall use its best efforts to assure that no employee will perform services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

22. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

23. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers and

employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

24. CONFLICT OF INTEREST: No County employee whose position in County enables him or her to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, subcontractor, agent, or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

25. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

26. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

27. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing and review purposes.

28. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

29. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment, is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism with or without consideration for any reason whatsoever without County's express prior written approval, shall be



a material breach of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

30. MERGER PROVISION: This contract document and its attachments fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

31. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by Director before such

amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement and the requirements of the exhibit(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement.

E. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to

satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this contract or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any and all existing contracts Contractor may have with County.

C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a

debarment hearing before Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms also apply to subcontractors of County Contractors.

33. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former

County employees who are on a re-employment list during the life of this Agreement.

34. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

35. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify, defend, and hold County harmless against any

and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program. Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

36. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit F* and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set forth in the Jury

Service Program provision of the County Code as described hereinabove:

"Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if



Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall

during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

39. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor: Contractor shall be deemed to be

insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

The execution by Contractor of an assignment for the benefit of creditors.

(4) The rights and remedies of County provided in this subparagraph, Termination for Insolvency, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination for Default: County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of

this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

(3) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

(4) In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

(5) The rights and remedies of County provided in this subparagraph, Termination of Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination for Gratuities and/or Improper Considerations:

(1) County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or considerations in any form, were offered or given by

Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

(2) Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(3) (Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination for Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ninety (90) calendar days advance written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective. After receipt of a Notice of

Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination. After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

(3) Contractor for a period of five (5) years after final settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 15, Records

and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

40. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

41. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010. retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

42. NOTICE OF DELAYS: Except as otherwise provided under this Agreement,

when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

43. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

44. ALTERATION OF TERMS: The body of this Agreement, together with the exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

45. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that



venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

46. ARBITRATION: All disputes arising under, in connection with, or concerning the interpretation, enforcement, or breach of this Agreement shall be arbitrated at and by the Los Angeles Office of the American Arbitration Association in accordance with its applicable commercial rules. The losing party shall pay reasonable attorneys' fees and costs of the prevailing party therein, and in any procedure or litigation, including any appeal, related to making any arbitration award a judgment, and/or enforcing and/or collecting any such judgment or award. The parties intend that a single Arbitrator shall have the broadest powers possible to conclusively resolve all such disputes, and that no judicial review shall be made of the Arbitrator's decision on any grounds, including public policy, except for fraud or corruption in or by the arbitrator. All arbitration awards shall bear interest, from the date the dispute arose, at the highest legal rate.

47. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail. Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute,

regulation, or other document not prepared by County which occurs after the effective date of the Agreement.

Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

48. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 USC Sections 2000(e)(1) through 2000(e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit G, Contractor's EEO Certification, attached hereto and incorporated herein by reference.

49. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

50. WAIVER: No waiver of any breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of such provision. Failure of a party to enforce at any time, or from time to time, any provision of this Agreement shall not

be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity

51. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) days prior written notice thereof to the parties.

A. Notices to Contractor shall be addressed as follows:

- (1) Knowledge Learning Corporation  
650 NE Holladay Street, Suite 1400  
Portland, Oregon 97232  
Attention: Elanna S. Yalow, M.B.A., Ph.D.  
President and CEO

B. Notices to County shall be addressed as follows:

- (1) Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor-East  
Los Angeles, California 90012  
Attention: Chief, Contracts and Grants
- (2) H. Claude Hudson Comprehensive Health Center  
2829 South Grand Avenue  
Los Angeles, California 90007  
Attention: Chief Executive Officer
- (3) Harbor-UCLA Medical Center  
1000 West Carson Street  
Torrance, California 90509  
Attention: Chief Executive Officer

(4) Rancho Los Amigos National Rehabilitation Center  
7601 East Imperial Highway  
Downey, California 90242  
Attention: Chief Executive Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Interim Director of Health Services or his or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
John F. Schunhoff, Ph.D.  
Interim Director of Health Services

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
(Type Name)

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

## ATTACHMENTS

(The following attachments will be attached and incorporated into the signed Agreement with selected Contractor.)

- |             |  |
|-------------|--|
| EXHIBIT A   | STATEMENT OF WORK  |
| EXHIBIT B   | CONTRACTOR'S USE OF COUNTY SPACE, SPACE<br>SUPPORT SERVICES, FURNITURE AND EQUIPMENT |
| EXHIBIT C - | USER-PARENT FEES   |
| EXHIBIT D - | CONTRACTOR ACKNOWLEDGEMENT AND<br>CONFIDENTIALITY AGREEMENT                          |
| EXHIBIT E - | SAFELY SURRENDERED BABY LAW  |
| EXHIBIT F - | COUNTY'S JURY SERVICE PROGRAM  |
| EXHIBIT G   | CONTRACTOR'S EEO CERTIFICATION   |

CHILDCAREAGR:6/19/08

**STATEMENT OF WORK**

(FROM COUNTY'S "REQUEST FOR QUALIFICATIONS FOR CHILD CARE  
CENTER OPERATOR SERVICES" - SEPTEMBER 4, 2007)

**I. CONTRACTOR'S RESPONSIBILITIES**

A. Contractors must establish and maintain a high quality child care program consistent with the County's desired program, meeting and/or surpassing all State of California requirements, and directed towards attaining within three (3) years, accreditation by National Association for the Education of Young Children ("NAEYC").

B. Contractor shall be in compliance with regulations at all times and reflect consideration of, and a sensitivity to the cultural, racial and ethnic diversity of the community it serves.

C. Contractor shall establish and maintain a child care program with effective procedures to ensure the health, safety, and security for all persons while they are involved in the Center's Program.

D. Contractor shall establish and maintain such a Program funded from: the Contractor's own resources; the rent-free facility provided by the County; fees from the User-Parents of the program, as such fees are approved by the Advisory Committee.

E. Contractor shall meet at least quarterly with the Advisory Committee.

F. Contractor shall hire personnel who meet the requirements of this RFQ and all State of California facility licensing requirements including but not limited to the following:

1. **Age:** Each Contractor's employee performing childcare services must be over the age of eighteen (18) years.

2. **Language:** Each Contractor's employee performing child care services under the Agreement must be able to effectively communicate in English and other foreign languages as needed, such as, and not limited to, Spanish, Asian languages, and Middle Eastern languages, to effectively serve

the diverse language and cultural needs of the County, based on the demographics of the community served.

3. **Staff Education and Experience**

(a) The **Director** must be qualified in one of the following:

(1) A Child Development Site Supervisor Permit issued by the California Commission on Teacher Credentialing.

(2) At a minimum, an Associate of Arts degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semester or equivalent quarter units in administration or staff relations.

(3) A Bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and three semester or equivalent quarter units in administration or staff relations.

(b) **Teachers** must be qualified by Child Development Teacher or Master Teacher Permits issued by the California Commission on Teacher Credentialing.

(c) **Assistant or Associate Teachers** must be qualified by Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing.

(d) **Staff Qualifications** - Contractor agrees to comply with County's staffing qualifications as specified in Exhibit A-1.

G. **Employee Health Clearance:** Contractor shall be responsible for providing all health care services for all Contractor employees. Health care services can be obtained by Contractor from County at Medical Center on an emergency basis only. Contractor shall reimburse County for the full cost of any such County emergency health care services as determined by County.



H. **Physical Examination:** Contractor shall ensure that each person who performs services under this Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by The Joint Commission and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray, an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

I. **Injury & Illness Prevention Program (IIPP):** Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

J. **Proposer shall establish and maintain policies and procedures that will:**

1. Establish and maintain a system of quality control.
2. Foster and attain a close-knit and effective working relationship between the Center's staff and the user-parents.

3. Ensure selection of qualified staff to meet the requirements of this Agreement and all licensure and permit requirements as set forth in Title 5, California Code of Regulations ("CCR"), Division 8, Commission on Teachers Credentialing, Article 5.

4. Ensure training of staff, including aides, through ongoing, in-service training techniques to attain a maximum of professionalism in the delivery of child care services.

5. Ensure compliance with all nondiscrimination laws and regulations as it applies to services and employment.

6. Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in Title 22, CCR, Section 101223, titled: "Personal Rights".

7. Ensure that maintenance and repair of equipment used by the Center is performed by either the Contractor or the County, as agreed upon.

8. Outline actions to be taken in an emergency and during other disruptive occurrences. These policies and procedures shall supplement the "Disaster and Mass Casualty Plan" required by Title 22, CCR, Section 101174 and include, but are not limited to, medical emergencies, physical confrontations, or persons displaying improper or threatening behavior.

9. Provide a system for receiving and releasing the children which guarantees their safety and security.

10. Provide a parent/emergency contact list of names and telephone numbers for each child being served under this Agreement. The list shall include multiple contacts for each child's family or extended family and all available medical or other emergency contact information. The list shall be provided to the Contract Liaison quarterly or as requested by Contract Liaison.

11. Provide and maintain procedures for prevention and control of infection, as deemed necessary by the facility's Infection Control Committee.

12. Actively seek new and innovative ways to improve the Program in terms of:

(a) Quality of service and the variety of services provided.

(b) Health, safety and security of the variety of services provided, of all persons while they are involved in the Program.

(c) The general public's and user-parents' perception and image of the program.

(d) The cost of the program to the user-parents.

13. Report program activities to the Center's designated Contract Liaison and the Advisory Committee.

K. **Contractor's Improvements:**

Knowledge Learning Corporation will contribute \$60,000 for minor improvements to the Hudson Comprehensive Health Center's County Kid's Place, Harbor-UCLA Medical Center and Rancho Los Amigos National Rehabilitation Center child care centers as outlined below:

County Kids Place

- . Replace two kitchen door
- . Replace kitchen faucets
- . Replace lights as necessary throughout the building
- . Replace swings in infant play yard
- . Re-sod the playground and irrigate as necessary
- . Install mulch in playground
- . Remove tire swing on older playground
- . Repair border on playground
- . Replace broken tricycles
- . Replace wall coverings in classrooms as needed
- . Install coded entry access

Harbor-UCLA

- . Repair perimeter masonry wall
- . Renovate infant playground concrete, play piece and re-sod
- . Install coded entry access

Rancho Los Amigos

- . Replace dishwashing machine with a commercial dishwashing machine
- . Replace refrigerator
- . Replace fire sprinkler control room doors and hardware
- . Replace and repair fencing
- . Replace window trim
- . Remove the concrete tunnel on the playground
- . Replace the sidewalk under the tunnel
- . Install coded entry access

Any and all improvements must be approved in writing by the facility's Administrative Liaison and County's Chief Executive Office prior to replacement, as referenced in Exhibit B. Contractor's Use of County Space, Space, Support Services, Other Support Services, Furniture and Equipment, Section F. Easements or Other Property Interest.

## II. **CONTRACTOR'S SPECIFIC TASKS**

### A. **Administration:**

1. Report to the Center's designated Contract Liaison any non-compliant regulatory observations.
2. Assess and collect fees from the user-parents.
3. Keep financial records in accordance with accepted accounting practices.
4. Actively recruit new enrollees, as needed, in accordance with the guidelines established by the County.
5. Immediately provide the Contract Liaison with copy of any reports the Contractor submits to the California State Department of Social Services, Community Care Licensing pursuant to Title 22, CCR section 101213, titled "Finances".
6. Meet regularly with and accept guidance from the Advisory Committee.
7. Obtain all required licenses and permits which the County has not agreed in writing to provide. When applicable, all licenses and permits will permit services to non-ambulatory children.
8. Obtain all insurance and bonds required by this Agreement and any requirements of law or regulations.
9. Maintain a policy and procedure manual. The manual is to be updated as necessary and reviewed annually by the designated Contract Liaison and the Advisory Committee.

### B. **Delivery of Service:**

1. Operate the Center during the agreed upon hours and days of Program operation from 6:30 a.m. to 6:00 p.m., Monday through Friday. The Contractor may elect to close the Center on County recognized holidays as

follows: Christmas Day, New Year's Day, Thanksgiving Day, and the Friday after Thanksgiving, Martin Luther King Day, Presidents Day, Memorial Day, July 4, Labor Day, Columbus Day and Veteran's Day. Any change in this schedule for the Center's operating hours must be mutually agreed upon by the Contractor, Contract Liaison, and the Advisory Committee.

2. Ensure that all admission procedures are implemented, in accordance with Title 22, CCR Sections 101218.1 and 101419.2, including but not limited to: (a) an individualized plan of infant needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent(s)/ guardian; and (b) the maintenance of current immunization records.

3. Ensure the Program's curriculum, both current and newly developed, is implemented, in consultation with the Advisory Committee and Contract Liaison.

4. Contractor will be responsible for distributing to each child being served under this Agreement parent provided lunches (e.g., bagged lunch or any vendor provided lunches purchased by parent as arranged by Contractor).

5. Contractor shall provide nutritional supplements at Contractor's cost. Such nutritional supplements shall be provided to the children twice a day, in the morning and afternoon, with appropriate consideration given to ethnic and cultural preferences and for special diets (e.g., sugar or salt-free diets).

6. Any vendor provided lunches arranged by Contractor for purchase shall give appropriate consideration to ethnic and cultural preferences, and special diets (e.g., sugar or salt-free diets).

7. Provide appropriate infant care food service for each infant in accordance with Title 22, CCR, Section 101427, titled "Infant Care Food Service", using food provided by the parent. The Center's staff must work closely and cooperatively with the parent(s) of each infant to attain maximum compliance with the wishes and instructions of the parent(s) regarding food service.

8. Administer prescription and non-prescription medications to children with appropriately signed parental authorization and in accordance with Title 22, CCR, Section 101226, titled "Health Related Services".

9. Provide no water activities which fall within the restrictions of Title 22, CCR, Section 101216.6, titled "Staffing for Water Activities".

10. Contractor shall be responsible only for transportation arrangements for scheduled field trips for the children to or from the Center.

C. **Staffing:**

1. **Substitute for Center's Director:** Contractor shall ensure that a qualified Infant Care Teacher is to act as a substitute for the Center's Director, in the event the Director is temporarily away from the Center. If the absence is for more than thirty (30) consecutive calendar days, the substitute Director shall meet the qualifications of a Director.

2. Maintain, at a minimum, the teacher/child and staff/child ratio set forth in the proposal submitted for each facility Center, or Title 5 of the California Education Code.

3. Ensure that the staff assignments reflected in the work schedule meet or surpass the minimum staffing ratios, as identified above, at all times. There shall be provision for overlap of staff for different shifts so that continuity of care is assured.

4. Ensure that only infant care teachers are used as teachers for the provision of infant care.

D. **Staff Training:**

1. Establish and maintain in-house training of staff, including aides.

2. Demonstrate ability to meet or exceed State requirements for one staff person trained in CPR, to be onsite whenever children are in attendance.

E. **Quality Control:**

1. Maintain a system to assure continuation of all required licenses and permits. When an "evaluator" provides a notice of deficiency to the licensee, as provided for in Title 22, CCR, Section 101192, titled

"Deficiencies in Compliance", Contractor shall immediately notify Center's Contract Liaison and provide him/her any follow-up reports as may be requested.

2. Contractor shall achieve accreditation by NAEYC within three (3) years of assuming operations and shall maintain accreditation thereafter.

3. Contractor shall establish and maintain a system of quality control to ensure that the administered policies and procedures promote attainment of the County's desired program. The Contractor must, on a scheduled basis, review and re-analyze the Center's activities, particularly the program curriculum, to ensure that optimum use is made of the Center's resources to accomplish the Center's child development goals.

4. Contractor shall establish and maintain a system to ensure compliance with all actions required of the Contractor by this Agreement.

F. **Physical Plant, Equipment, and Supplies:**

1. Contractor shall establish and maintain a child care facility which is clean, safe, secure, and comfortable, in addition to being a pleasant and creative environment for children. At a minimum, custodial services must be at a level of those requirements outlined in Title 22, CCR.

2. Contractor shall establish and maintain an ongoing system for maintenance and repair of all equipment used by the Center, including cleaning and deodorizing equipment and accessories.

3. Maintenance and repair system is to include timely notification to County regarding maintenance and repair needed for the facility grounds, including the play yard, fencing of the play yard, fixed equipment of the building, as well as the security system. Contractor is responsible for maintenance and repair of all other items.

4. Contractor shall establish and maintain a system to ensure an adequate inventory of supplies to permit activities as scheduled.

5. Contractor shall provide diapers and/or food, as needed, when the parent(s) fail to provide an adequate supply. This does not preclude an arrangement for the parent(s) to replenish the supply or reimburse the

Contractor. If cloth diapers are used, parents must provide an airtight plastic container to store soiled diapers, and it must be taken home and sanitized.

6. Contractor shall notify the parents of their responsibility to provide food for infants and lunches for the other children.

7. Contractor shall obtain and maintain first aid supplies which meet or surpass the requirements set out in Title 22, CCR, Section 101326, titled "Health Related Services".

8. Contractor shall if, necessary, notify Contract Liaison or other authorized designee, when County has not complied with a responsibility the County has agreed to assume regarding the facility, equipment, utility services, or other services identified in this Agreement.

9. Contractor shall provide adequate telephone service to serve the need of parents and Center's staff for both incoming and outgoing telephone access, on a daily basis and in emergency situations.

GH  
6/24/08  
CHILDCAREAGREES



### **KLC's Commitment to Meet County's Staff Requirements**

KLC currently does not meet the minimum staffing qualifications for Child Care Center Operator services as required by County for the H. Claude Hudson (Hudson), Harbor-UCLA Medical (Harbor-UCLA) and Rancho Los Amigos centers. The following information is KLC's plan on how the minimum staffing qualifications will be obtained by July 31, 2010.

At a minimum, each of KLC's Center Directors must obtain the following:

- AA or AS (or 60 units) with 24 units of Early Childhood Education Development including the following core classes:
  1. 6 administration units
  2. 16 General Education Units
  3. Meet all State specific requirements for their respective position
  4. Must be State qualified for teaching positions; and
  5. First Aid and CPR certified or willingness to be trained.

Currently, at Hudson both the Center Director and the Assistant Director have Associate Degrees. At Harbor-UCLA, both the Center Director and the Assistant Director have the required units in Early Childhood Education, General, and Administrative units, but do not possess the requisite degree or alternatively 60 units. At the Rancho Los Amigos National Rehabilitation Center the Center Director has the required units in Early Childhood Education, General, and Administrative units but does not have the requisite degree or alternatively 60 units, the Associate Director has both an Associate Degree and a Bachelor Degree.

At a minimum, each of KLC's teachers must obtain the following:

- 24 units of Early Childhood Education Child Development
- 16 General Education Units.
- Infant and Toddler Teachers require an additional 3 units for infant/toddler; and
- CPR and First Aid Certification or willingness to be trained.

KLC's will have 100% of our Center's management and staff members for the aforementioned County Centers meet the required qualifications by July 31, 2010. Any employees in the future hired for Hudson, Harbor-UCLA and Rancho Los Amigos must meet the minimum staff qualifications as required by County.

KLC and County staff will monitor KLC's progress of meeting the minimum staff qualifications as required by County. If the County determines that KLC is not in compliance with the provision of this Agreement, the Agreement may be subject to termination.

## EXHIBIT B

### CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES, OTHER SUPPORT SERVICES, FURNITURE AND EQUIPMENT

A. **Authorized Space and Support Services:** Contractor is hereby granted permission to utilize for the term of this Agreement in accordance with the following terms and conditions, County building space, space support services and other support services, furniture, and equipment, identified in Exhibit B-1, hereinbelow. Such use shall only be for the provision of child care services for the child care facility, a structure designed to meet all building codes and licensure requirements to serve as a combined infant and child care center. It is expressly understood that this Agreement does not constitute the conveyance by County to Contractor of any estate or interest in real or personal property. Any other support services shall be provided by Contractor and their costs shall be borne solely by Contractor.

B. **Physical Changes, Alterations, and Improvements:** Contractor shall make no structural or non-structural changes, alterations, or improvements to the space utilized by it hereunder, other than as may expressly be provided for hereinafter.

C. **Operational Space Responsibilities:** Contractor shall:

1. Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all equipment leased or placed by Contractor within the area occupied by Contractor.
2. Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of the authorized activities on the premises.
3. Permit the County Engineer or his authorized representative(s), or both, to enter the area occupied at any time for any purpose incidental to the performance of the duties required of the County Engineer by Los Angeles County Code.

4. Provide all security devices not provided by County which Contractor requires for the protection of the fixtures and equipment used in the conduct of the authorized activities from theft, burglary, or vandalism, provided written approval for the installation thereof is first obtained from the County Engineer.

5. Replace as necessary, all personal property listed in Exhibit B-1. Any and all replacements must be approved in writing by Contract Liaison prior to replacement and all property purchased by Contractor shall remain its property.

6. Within ninety (90) days following initiating operations, Contractor and County shall approve a list of personal property in the Center, as stated in Exhibit B-1. All property on that list, which is replaced by Contractor, shall become the property of Contractor, who shall tag or otherwise identify such property upon replacement. All personal property that has not been replaced shall be returned to County in good operating condition, considering normal wear and tear, at the expiration or termination of this Agreement.

D. **Comprehensive Equipment Inventory**

1. Within ninety (90) calendar days of the effective date of this Agreement, Contractor shall, in association with appropriate County Facility staff, jointly conduct and maintain a comprehensive equipment inventory listing all furniture and equipment provided by County covered under this Agreement and located at the Center.

2. Such inventory shall identify each item by type, manufacturer, model number, serial number, or Los Angeles County number (if available), and section location (available building and/or room number).

3. Any and all replacement of items listed in the inventory must be approved in advance by Contract Liaison.

4. At County's discretion, cost of such replacement will be borne by either County or Contractor, at the discretion of Facility Administrator or his/her designee.

5. Upon termination of Agreement, Contractor shall turn over all personal property to County that was on the initial inventory list (or replacement) which has not been replaced by Contractor.

6. Inventory updates will be provided to Contract Liaison at quarterly intervals or as requested by Contract Liaison.

7. In addition, said inventory shall include Contractor's recommendations, in writing, regarding the furniture and equipment listed in Exhibit B-1, that does not meet regulatory compliance standards.

E. **Right to Entry**: The premises described herein shall at all times be open to the inspection of County or other governmental authorities duly authorized by the Contract Liaison.

F. **Easements or Other Property Interest**: Before interfering with any easement, license, or proprietary interest pertaining to the premises of the services provided hereunder, whether held by County or a third party, Contractor shall obtain the approval in writing of the County's Chief Executive Office or such third party, as appropriate. In the event Contractor has been given notice by the Chief Executive Officer of the existence of an easement, license, or proprietary interest held by County, then Contractor agrees to bear any and all liability for damage done by Contractor's personnel to said easement, license, or proprietary interest.

G. **Administration of County Space**: County does not grant or delegate hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to County space to Contractor.

H. **Authority to Stop**: In the event Director or facility Contract Liaison finds that any activity conducted by Contractor on County premises endangers the health or safety of Children served by Contractor under this Agreement, County personnel, or others, Director or facility Contract Liaison, shall direct Contractor to immediately cease such activity. In addition, Director may close or secure the premises where the activity has been conducted until the area is determined to be non-hazardous.

I. **Taxes:** Contractor shall be liable for any and all taxes which may be levied or assessed upon the personal property and fixtures belonging to Contractor, and located in the Center's area, as well as any possessory interest tax applicable to the premises as a result of Contractor's occupancy.

J. **Acknowledgement of Ineligibility for Relocation Assistance:** Contractor expressly acknowledges that Contractor will be in possession of the premises as a result of County's previously acquired property interest. In recognition of such fact, Contractor hereby disclaims any status as a "displaced person" as such is defined in Governmental Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

K. **Surrender of Premises:** Following termination of this Agreement, Contractor shall within two (2) working days, not counting Saturdays and Sundays, vacate the County-owned property provided Contractor for the provision of services described hereunder. Contractor shall within such period remove from said County-owned property all furniture, equipment, and other property owned or leased by Contractor, or otherwise the responsibility of Contractor. Contractor shall peaceably vacate premises and any and all improvements located thereon shall be delivered to County in reasonably good condition, normal wear and tear excepted. In no event shall Contractor have any right to remain on said premises following two (2) working days, not counting Saturdays or Sundays, after the expiration, cancellation or termination, date of this Agreement.

L. **Parking Space Available to Proposer:** The facility's Administrator, or his/her authorized designee, shall provide for employee and user-parent vehicle parking spaces as needed for the provision of services hereunder, with the understanding that Contractor's use of such space shall be for the sole purpose of expediting the operation of the Center.

**CONTRACTOR'S USE OF COUNTY SPACE, SPACE SUPPORT SERVICES, OTHER  
SUPPORT SERVICES, FURNITURE AND EQUIPMENT**

1. SPACE:

A. Location: 1) H. Claude Hudson Comprehensive Health Center (County Kid's Place), 2829 Grand Avenue, Los Angeles, California 9007. Square Footage: 3,540 square feet, an outdoor area encompassing 8,200 square feet, licensed to serve 54 children. 2) Harbor-UCLA Medical Center: 1000 West Carson Street, Torrance, California 90509. Square Footage: Facility size is 4,300 square feet, an outdoor area encompassing 7,050 square feet, licensed to serve 73 children and 3) Rancho Los Amigos National Rehabilitation Center, 7601 E. Imperial Highway, Downey, California 90242. Square Footage: Facility size is 5,950 square feet, an outdoor area encompassing 20,000 square feet, licensed to serve 94 children.

2. SPACE SUPPORT SERVICES AND OTHER SUPPORT SERVICES:

A. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of all maintenance, repair, and upkeep of the facility, including the yard, storage shed and block-walls.

B. County shall be responsible, except as may specifically be identified in this Agreement, for the cost of the following utilities and space related services:

1. Utilities:

- (a) Electricity
- (b) Gas
- (c) Water

2. County Space Related Services

- (a) Security patrol and response, including installation and maintenance of a security alarm system, complete Custodial and housekeeping services; including a daily supply of toilet paper and paper towels, and weekly yard sweeping.
- (b) Additional custodial services for the infant care areas only.
- (c) Floors, except those carpeted, shall be vacuumed or swept and mopped with a disinfecting solution at least daily. Carpeted floors and large

throw rugs which cannot be washed shall be vacuumed at least daily and cleaned at least every six months, or more often if necessary.

(d) Small rugs which can be washed shall be shook or vacuumed at least daily.

(e) Walls and portable partitions shall be washed with a disinfecting solution at least weekly.

(f) Exterminator services.

(g) Trash collection.

(h) Curb-way upkeep.

(i) Blacktop maintenance.

(j) Building, maintenance & repairs (including plumbing, electrical, heating and air-conditioning).

(k) Exterior and interior painting of the building.

(l) Exterior lighting.

(m) Landscape maintenance.

(n) Signage (outdoor and indoor).

(o) Maintenance of furniture and equipment.

(p) Repair of furniture and maintenance.

(q) Fire extinguisher equipment and maintenance.

(r) Telephone installation and a Centrex telephone.

(s) Window coverings and/or tint for windows, if requested by Contractor.

(t) Provide rubber gloves for use.

C. Equipment: The following equipment shall be repaired by County, as needed:

1. Garbage disposal unit
2. Dishwasher
3. Refrigerator
4. Microwave oven
5. Stove
6. Washer/Dryer
7. Desk and file cabinet for the office

## EXHIBIT C

### USER - PARENT FEE SCHEDULE

(H. Claude Hudson Comprehensive Health Center)

### KNOWLEDGE LEARNING CORPORATION

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 12 months, effective August 1, 2008 through July 31, 2009.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2008 of the contract term, for a period of twelve months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

#### Year 1

Effective August 1, 2008 through July 31, 2009

#### Weekly Rates Per:

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
Infants	\$162	\$147	\$112	\$ 77
Toddlers	\$146	\$129	\$ 93	\$ 68
Toddler Two's	\$146	\$129	\$ 93	\$ 68
Preschool	\$117	\$104	\$ 80	\$ 54
Preschool/Kindergarten	\$117	\$104	\$ 80	\$ 54



## EXHIBIT C

### USER - PARENT FEE SCHEDULE (Harbor-UCLA Medical Center)

#### KNOWLEDGE LEARNING CORPORATION

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 12 months, effective August 1, 2008 through July 31, 2009.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2008 of the contract term, for a period of twelve months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

#### Year 1

Effective August 1, 2008 through July 31, 2009

#### Weekly Rate Per:

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
Infants	\$154	\$137	\$115	\$ 89
Toddlers	\$144	\$128	\$108	\$ 83
Preschool	\$115	\$103	\$ 87	\$ 65
Pre-K	\$115	\$103	\$ 87	\$ 65
Kindergarten	\$121			

GH:06/12/08:  
childcareagr:harbor

## EXHIBIT C

### USER - PARENT FEE SCHEDULE (Rancho Los Amigos National Rehabilitation Center)

#### KNOWLEDGE LEARNING CORPORATION

1. The fees listed below have been mutually agreed to by Contractor and Center Advisory Committee, and are to remain in effect for a period of 12 months, effective August 25, 2008 through July 31, 2009.
2. User-Parent fees are reviewed annually and revised as necessary, upon mutual consent of the Contractor and Center Advisory Committee.
3. Any agreed upon User-Parent fee increases, and any other fee increases shall be effective on August 1, 2008 of the contract term, for a period of twelve months.
4. Any User-Parent fee increases shall not exceed an increase greater than three percent (3%) of existing fees.

Year 1  
Effective August 25, 2008 through July 31, 2009

#### Weekly Rates Per:

#### Weekly Rate Per:

	<u>5 days</u>	<u>4 days</u>	<u>3days</u>	<u>2 days</u>
Infants	\$172	\$157	\$138	\$ 105
Toddlers	\$144	\$133	\$115	\$ 89
Preschool	\$118	\$109	\$ 95	\$ 75
Pre-K	\$118	\$109	\$ 95	\$ 75
Kindergarten	\$122			

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

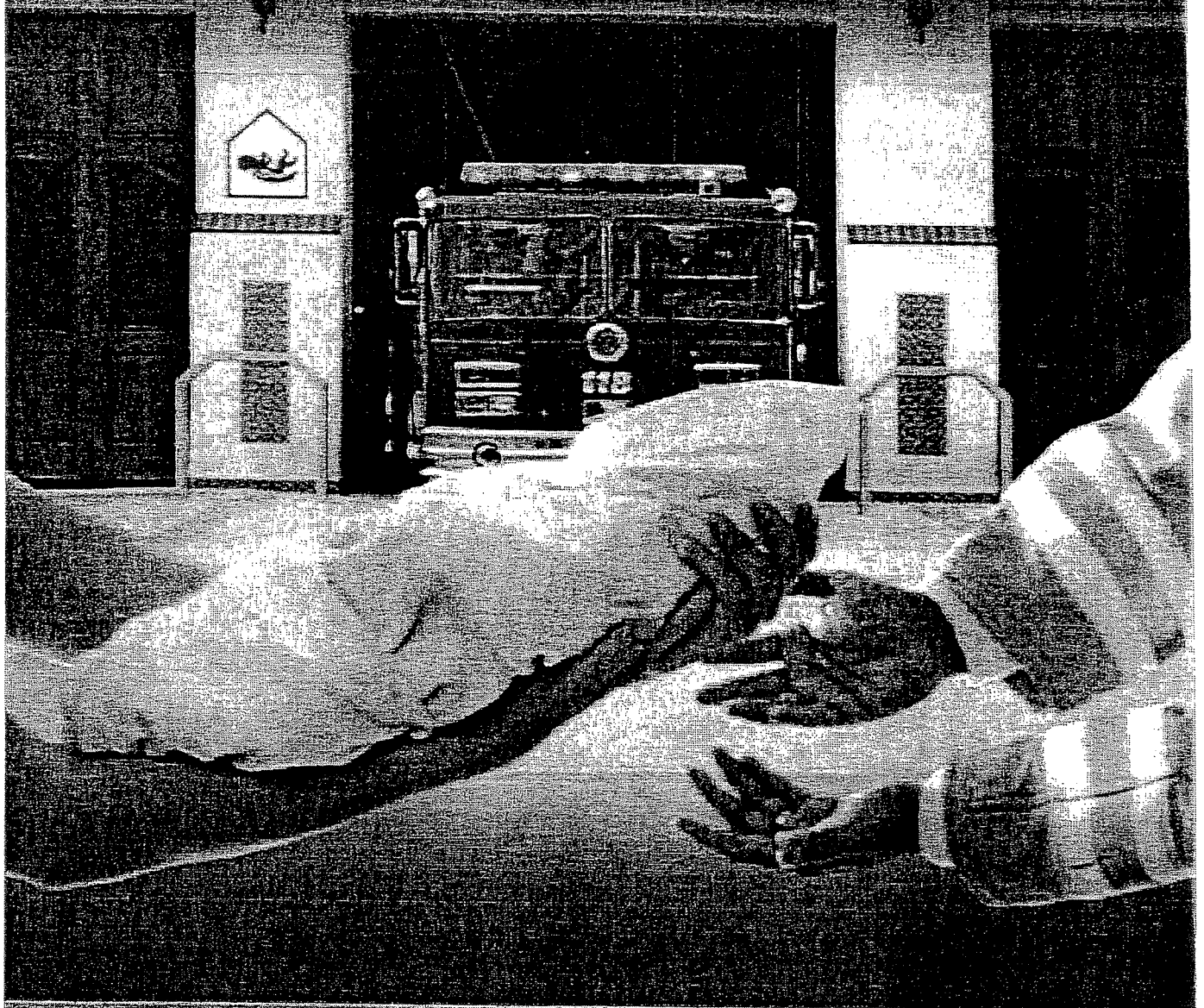
POSITION: \_\_\_\_\_

## SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



# Safely Surrendered Baby Law

11-11-2004  
 11-11-2004

Colombian's history, characterized by corruption, poverty, illiteracy, unemployment, and drug-related violence, with little or no social or economic progress. To achieve the present, the government decided to conduct a nationwide census. At the top of the survey is a brief history of the country, from 1492 to 1990, and below that, a sample of the country's population, with a list of names, ages, and genders. The survey also includes a list of the country's major cities and a list of the country's major industries.

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.**

# A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely born to a woman at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to retrieve the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would leave the mother complete and mail back in the unopened return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

**Blindfolded, Bound, Tortured, Killed** - A 19-year-old man was blindfolded, bound, and tortured before being killed by a police officer in a small town in the state of Texas. The victim was a young man who was a member of a local church and was known to his neighbors as a good person. The police officer who killed him was a member of the same church and was known to the victim as a friend. The incident was a shocking example of police brutality and the abuse of power.

## How does it work?

A divorced parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or the manager at Los Angeles County. As long as the baby shows no signs of abuse or neglect, no parent or other information is required. Is one the parent changeable or has mind in a later time and when the baby back, staff will use brackets to help connect them to each other. Our brackets will be placed on the baby and a matching bracket will be given to the parent or other accompanying adult.

[illegible]

begin the process of releasing the  
body within 24 hours. The person  
should call the Los Angeles County  
Department of Coroner and Public  
Services at 1-800-360-0000.

Can only a partial  
return be expected?

...the history of the people of the world.

Don't you want to know more about  
this new book?  
Call today!

26. A picture of a mother holding a child can bring to a baby's attention. It brings a child's mind to the child, and the picture of a mother holding a child can bring to a child's mind the child's mother and the child's father.

Does the parent or supervising adult have to tell anything to the people living in the house?

Doc. However, helped by the previous personnel will link the recommended party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a completed form on weight and can be sent in any language.

### What happens to the body?

[illegible]

What happens to the person  
of understanding about?

On the 1st of January 1900, the  
the same day the 1st of January  
of the same year, they may  
be used.

**THE UNIVERSITY OF CHICAGO PRESS**

The purpose of the Safety Sanctioned Baby Law is to protect babies from being abandoned, born or killed by their parents. You may have heard single women of babies left in dumpsters or public bathrooms. Their parents may have been under great emotional duress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in constant danger. Too often it results in the baby's death. The Safety Sanctioned Baby Law prevents this tragedy from ever happening again in California.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

**Sin pena. Sin culpa. Sin nombres.**

**En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-272-9723**

[www.babysafeLA.org](http://www.babysafeLA.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro es California's respuesta a las entregas voluntarias de un recién nacido por parte de una madre o padre. La Ley de Entrega de Bebés Sin Peligro permite a una madre o padre entregar voluntariamente a su hijo o hija recién nacido a un hospital o a un proveedor de servicios de salud. La Ley de Entrega de Bebés Sin Peligro también permite a una madre o padre entregar voluntariamente a su hijo o hija recién nacido a un proveedor de servicios de salud que no es un hospital o un proveedor de servicios de salud. La Ley de Entrega de Bebés Sin Peligro también permite a una madre o padre entregar voluntariamente a su hijo o hija recién nacido a un proveedor de servicios de salud que no es un hospital o un proveedor de servicios de salud.

**Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que está considerando abandonar a un recién nacido, suficiente que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuarenta de bomberos del condado de Los Angeles.**

En el Condado de Los Angeles: 1-800-455-5000  
www.lacounty.gov/infant

## ¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su niño recién nacido entregado en forma legal, voluntaria y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuarenta de bomberos del Condado de Los Angeles. Siempre que el bebé no pase su primer día de vida o negligencia, se crea un seguro voluntario de nacimiento o paternidad alguna. Si el padre/madre necesita de ayuda profesional y de apoyo emocional a su bebé, los trabajadores sociales pueden ayudar a los padres. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá su brazalete gris.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden intentar al proceso de recuperar a su niño recién nacido dentro de los 14 días. Una persona debería llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-455-5000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien es la intención de la ley que los padres los que lleven al bebé, la ley permite que otra persona lo haga si otras personas lo han.

## ¿Los padres o el adulto que entrega al bebé deben firmar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, los 72 horas del día, los 7 días de la semana, siempre y cuando entregue a su bebé a un empleado del hospital o cuarenta de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. La entrega al personal del hospital o cuarenta de bomberos le pedirá a la persona que entregue al bebé que llene un formulario con la finalidad de recibir información médica importante, que ayudará a su salud para poder tener al bebé. El formulario incluye un aviso que el niño será pagado para ser adoptado.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente alentarán al bebé en un lugar seguro donde están bien atendidos y se mantendrá el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregó al bebé?

Una vez que los padres o adultos hayan entregado al bebé al personal del hospital o cuarenta de bomberos, pueden irse a cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Como probablemente haya escuchado historias acerca de bebés abandonados en basuras o en bates públicos. Los padres de esos bebés probablemente fueron creídos cuando por dificultades económicas.gov. Los padres pueden haber estado en un momento por venir a lo que pasará al su familia o su futuro. Abandonaron a su bebé porque estaban asustados y no sabían nada a qué pedir ayuda. El abandono de un recién nacido es ilegal y poner al bebé en un momento de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro ayuda que nadie abandone un bebé en California.

## Historia de un bebé

A la misma hora del día 9 de abril de 2003, se entregó un recién nacido saludable a los enfermeros del Harbor UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la ma del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. La entregaron a la ma un trabajador con un número que coincidía con la persona del bebé, pero no había ningún identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite la ley. También le dio una foto en un momento médico, y ella dijo que la madre lo llevaba y lo servía de vuelta al año del bebé sin siquiera pagarlo que le habían dicho. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.





### 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

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8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)